

EDWIN J. PERSONS VS. THE QUEEN IN THE EXCHEQUER COURT  
1968

8

**Pages 2 to / à 3**  
**are withheld pursuant to section**  
**sont retenues en vertu de l'article**

**23**

**of the Access to Information Act**  
**de la Loi sur l'accès à l'information**



DEPARTMENT OF JUSTICE  
MINISTÈRE DE LA JUSTICE

Ottawa 4, October 28, 1968.

Mr. L.M. Bloomfield, Q.C.,  
Phillips, Vineberg, Goodman et al,  
Barristers & Solicitors,  
The Royal Bank of Canada Building,  
1 Place Ville Marie,  
Montreal 2, P.Q.

193044

Re: E.J. Persons v. Her Majesty the  
Queen - Exchequer Court No. A-731

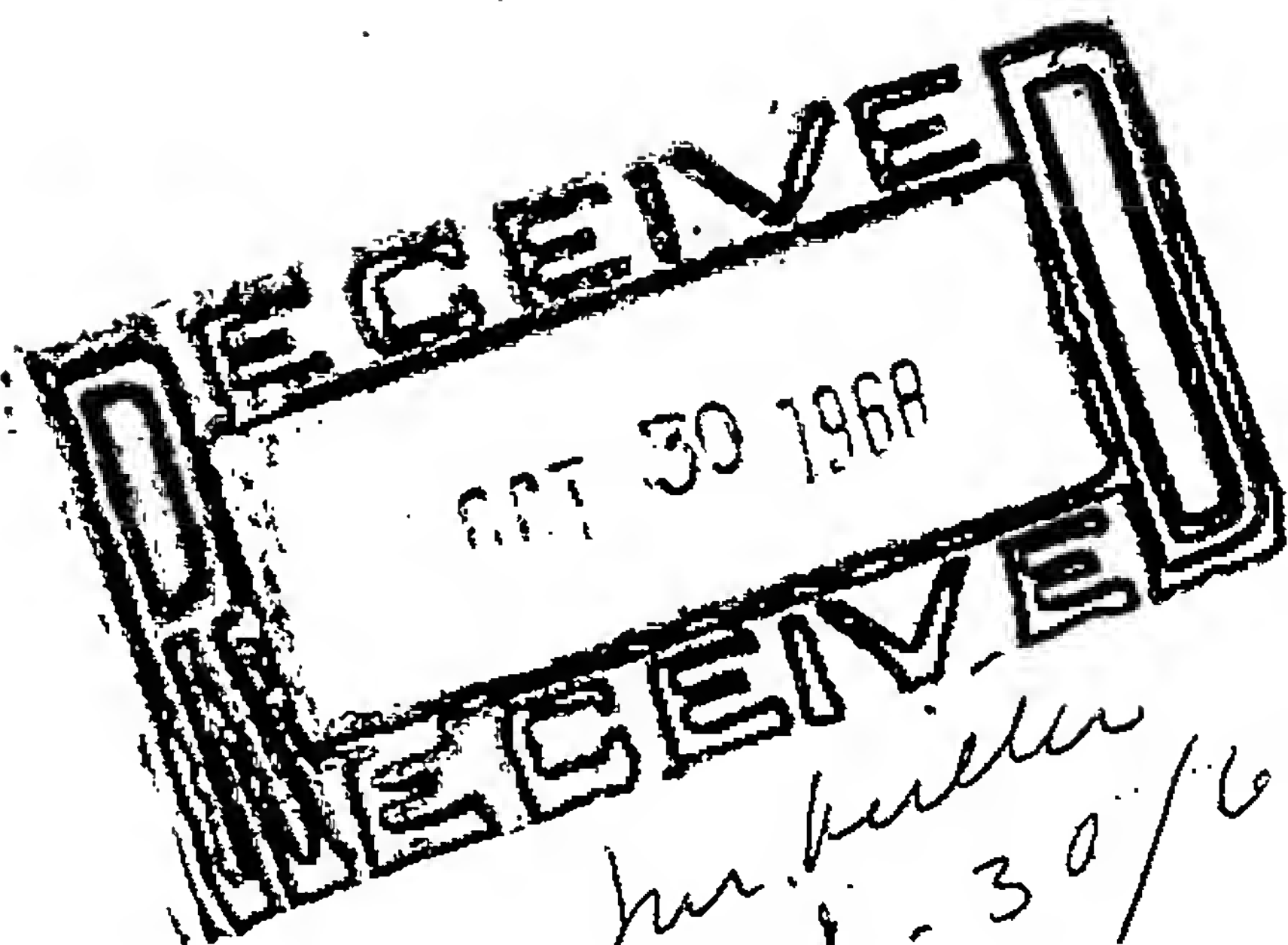
Dear Mr. Bloomfield,

Further to our telephone conversation this afternoon, I wish to confirm that I will be at your office at 2:30 p.m. on Tuesday, November 5th.

If Mr. deGrandpré can attend at your office on that day, we can explore with him the possibility of a settlement. If Mr. deGrandpré is not free, we will nevertheless meet to prepare for the hearing in the event that the case is not settled.

Yours truly,

Paul Ollivier, Q.C.,  
Assistant Deputy Attorney General.





# Teleco m m u n i c a t i o n s

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company or individual compagnie ou individu	<b>Paul Ollivier, Q.C., Director, Civil Law Section,</b>
--	--

address and telephone adresse et téléphone	<b>Department of Justice, OTTAWA, Ont.</b>
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time and date heure et jour	<b>Oct.28/68</b>	<b>3.20 p.m.</b>	charge acct. no. numéro du compte	<b>2-100-07859</b>
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**ARRANGED DEGRANDPRE MEETING HERE NOVEMBER FIFTH THREE PM**

**L.M.BLOOMFIELD**

**Chg:L.M.Bloomfield, Q.C.,LL.D.  
930 Royal Bank Bldg.  
Place Ville Marie  
Montreal.**

000005

send this message subject to the terms on back • veuillez expédier cette dépêche aux conditions mentionnées au verso

6102b



## **Canadian National Telecommunications Company**

Hereinafter called the Company.

J. R. White, general manager, Toronto.

Terms and conditions upon which telegraph and cable messages shall be transmitted are prescribed by Order No. 49274, dated December 5th, 1932, of the Board of Transport Commissioners for Canada and published in The Canada Gazette.

It is agreed between the sender of the message on the face of this form and this Company that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cipher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate; and, in that case, the Company shall be liable for damages suffered by the sender to an extent not exceeding \$200.00, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent for any distance not exceeding 1,000 miles, and two per cent for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavour to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender

and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the sender's agent; if by telephone, the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

## **La Canadian National Télécommunications Company**

Ci-après nommée la Compagnie.

J. R. White, directeur général, Toronto.

Les termes et conditions suivant lesquels les télégrammes et cablogrammes doivent être transmis sont prescrits par l'ordonnance no 49274 de La Commission des Transports du Canada en date du 5 décembre 1932, publiée dans la Gazette du Canada.

Il est convenu entre la Compagnie et l'expéditeur de la dépêche écrite au verso que ladite Compagnie n'encourra aucune responsabilité au delà du montant perçu pour la transmission de la dite dépêche, à l'égard de tous dommages pouvant résulter du défaut de transmission ou de livraison, ou d'une erreur dans la transmission ou la livraison de toute dépêche non répétée, que ces dommages soient imputables à la négligence des employés de la dite Compagnie ou autrement, ou à des retards causés par une interruption dans le fonctionnement de

ses lignes, ou à toute erreur dans des dépêches chiffrées ou de sens obscur, ou à toute erreur due à une écriture illisible.

Pour éviter tout risque d'erreur, la Compagnie répétera toute dépêche moyennant un versement supplémentaire de la moitié du tarif régulier, et dans ce cas, la responsabilité de la Compagnie vis-à-vis l'expéditeur sera limitée à \$200. à l'égard de tous dommages dus à la négligence de la Compagnie dans la transmission ou la livraison de la dépêche.

On peut s'assurer contre tout risque d'erreur dans la transmission et la livraison des dépêches, au moyen d'un contrat écrit stipulant le montant de l'assurance, et sur paiement (en sus du taux ordinaire pour les dépêches répétées) d'une prime calculée sur la base suivante: soit, 1% du montant assuré, pour toute distance n'excédant pas 1000 milles, et 2% pour toute distance plus grande.

La dite Compagnie ne sera pas responsable du fait ou de l'omission d'une autre Compagnie, mais s'efforcera de transmettre toute dépêche par toute Compagnie de télégraphe dont il faudra se servir afin de faire parvenir la dépêche à destination, mais la Compagnie n'agira en ce cas qu'en qualité d'agent de l'expéditeur et sans assumer de responsabilité. La Compagnie n'assumera de responsabilité qu'à l'égard des dépêches présentées et acceptées à l'un de ses bureaux d'expédition; lorsqu'une dépêche est expédiée à un tel bureau par un messenger de la Compagnie, ce messenger sera sensé être l'agent de l'expéditeur; lorsqu'une dépêche est communiquée par téléphone, la personne qui la reçoit sera sensée agir pour l'expéditeur et avoir l'autorité nécessaire pour consentir aux présentes en son nom. La Compagnie ne répondra d'aucuns dommages, à moins qu'avis ne lui en soit donné par écrit dans les 60 jours qui suivront la remise de la dépêche pour transmission.

Aucun employé de la Compagnie n'a le droit de changer les présentes conditions.

000006

August 7th, 1968

Batonnier L.P. de Grandpré, Q.C.  
360 St. James Street West  
Montreal 1, Que.

Dear Confrère:

Re: The Exchequer Court: A-751  
E.J. Persons vs. Her Majesty the Queen  
Your file: B-18770

Mr. Ollivier returned yesterday from holidays and I immediately called to his attention, on the telephone today, your letter of July 24th.

As I am leaving this afternoon to attend the International Law Association Conference in Buenos Aires, as President of the Canadian Branch, it would be preferable in the opinion of Mr. Ollivier if our meeting could be set for early in September.

I hope we can fix a date for our meeting by mutual arrangement.

With kindest personal regards, I remain,

Yours sincerely,

LMB:DC

CC: Mr. Paul Ollivier, Q.C.



August 7th, 1968

The Deputy Minister of Justice  
OTTAWA 4,  
Canada.

Attention: Mr. Paul Ollivier, Q.C.

Re: The Exchequer Court: A-731  
E. J. Parsons vs. Her Majesty the Queen.

Dear Confrère:

I am enclosing herewith copy of a letter I have received from Mr. de Grandpré as well as copy of my reply to him, following our telephone talk this morning.

Mr. Miller has ordered a copy of the Judgment you referred to and will be sending it on to you in the next few days.

Yours sincerely,

L. M. Bloomfield

LMB:DC  
Encl.

cc: Mr. D.S. Miller

## TANSEY, deGRANDPRÉ, BERGERON, LAVERY, O'DONNELL &amp; CLARK

BARRISTERS AND SOLICITORS

HAROLD A. TANSEY, Q.C.  
A. BERGERON, Q.C.  
J. V. O'DONNELL  
P. P. CARRIÈRE  
R. W. MASON  
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L. P. deGRANDPRÉ, Q.C.  
C. LAVERY, Q.C.  
E. L. CLARK  
S. BOURDEAU  
F. R. FOX  
G. LEMAY  
F. MARTIN

360 ST. JAMES ST.

COUNSEL  
E. C. MONK, Q.C.

MONTREAL | July 24th 1968

Me Louis M. Bloomfield, c.r.  
Mes Phillips, Vineberg, Goodmand,  
Phillips & Rothman,  
1 Place Ville Marie  
Montreal 2, P.Q.

Re: The Exchequer Court: A-731  
E.J. Persons vs. Her Majesty  
the Queen  
Our file: B-18770

Dear Confrere:

Further to our telephone  
conversation of a few weeks ago, we would be  
delighted to meet with you at any time conve-  
nient after the 5th of August.

We remain,

Yours very truly,

TANSEY, de GRANDPRE, BERGERON,  
LAVERY, O'DONNELL & CLARK

/hs

L.P. de Grandpré



June 11th, 1968

The Deputy Minister of Justice,  
OTTAWA 4,  
Canada.

Attention: Mr. Paul Ollivier, Q.C.

193044

Dear Confrère:

Re: E. J. Persons vs. Her Majesty  
The Queen - Ex. Court No. A-731

I am pleased to enclose herewith draft, in duplicate, of our proposed Answer to Plea in re Her Majesty The Queen vs. Fidelity Insurance Company of Canada, No. A-1102.

Yours sincerely,

L. M. Bloomfield

LMB:DC  
Encl.

June 5th, 1968

The Deputy Minister of Justice,  
OTTAWA 4, Ontario.

Attention: Mr. Paul Ollivier, Q.C.

193044

Dear Confrère:

Re: E.J. Perdon vs. Her Majesty  
The Queen - Ex. Court No. A-731

Mr. de Grandpré called me this morning and stated that he would prefer our meeting to take place towards the latter part of July as he was very busy this month; however, if necessary, he could meet in June and if you could give him three alternate dates for this month, he would line it up.

My own plans will be - June 12th in Ottawa - evening of June 27th and all day June 28th in Ottawa. At all other times I expect to be available in Montreal.

Yours sincerely,

L. H. Bloomfield

LHB:DC

(Dictated by Mr. Bloomfield  
Signed in his absence)

cc: Mr. D.S. Miller



June 4th, 1968

The Deputy Minister of Justice,  
OTTAWA, 4  
Ontario.

Attention: Mr. Paul Ollivier, Q.C.

193044

Re: E. J. Persons vs. Her Majesty  
The Queen - Ex. Court No. A-731

Dear Mr. Ollivier:

I acknowledge receipt of your letter of May 30th and wish to advise you that Mr. Miller and I are preparing the draft reply and hope to send it along to you in the immediate future.

There is no possibility of collecting from Persons. He is still in bankruptcy.

I had the occasion to meet Mr. de Grandpré on Sunday at a party and he would be prepared, some time later in the month, to have a meeting with you and myself to discuss the possibility of a settlement before trial. I told him that his offer was ridiculous but this, I believe, is standard practice for insurance companies.

If you will let me know when you next expect to be in Montreal, I will try and arrange a meeting with Mr. de Grandpré.

Yours sincerely,

LMB:DC

L. M. Bloomfield

cc: Mr. D. S. Miller



DEPARTMENT OF JUSTICE  
MINISTÈRE DE LA JUSTICE

Ottawa 4, May 30, 1968.

193044

Re: E.J. Persons vs Her Majesty  
the Queen - Ex.Court No. A-731

Dear Mr. Bloomfield:

I acknowledge your letter of May 22nd enclosing copy of a letter from Mr. de Grandpré in which the latter offers to pay \$20,000.00 in full settlement of the Crown's claim against his client.

This amount strikes me as being ridiculously low and I, of course, cannot recommend it to the department. I will have to give more thought to the question of how much the Crown would be prepared to accept to settle this case. I believe that before we can form an opinion in this regard, we will have to have certain information which I am now seeking from the Department of Transport. More particularly, I would like to know whether Messrs. Smith and Connelly will still be available as witnesses for the Crown. As I recall, it is only they who can establish that Persons failed to comply with the Motion of June 1st. I will therefore write to you further on this question of settlement after I have discussed the matter with the Department of Transport.

In the meantime, I would like to go on with the preparation for trial so that we may be ready to proceed in the fall in the event that no settlement is reached.

Mr. L.M. Bloomfield, Q.C.,  
The Royal Bank of Canada Bldg.,  
1, Place Ville Marie,  
Montreal 2, P.Q.

.../2

*cc. - D. Miller*

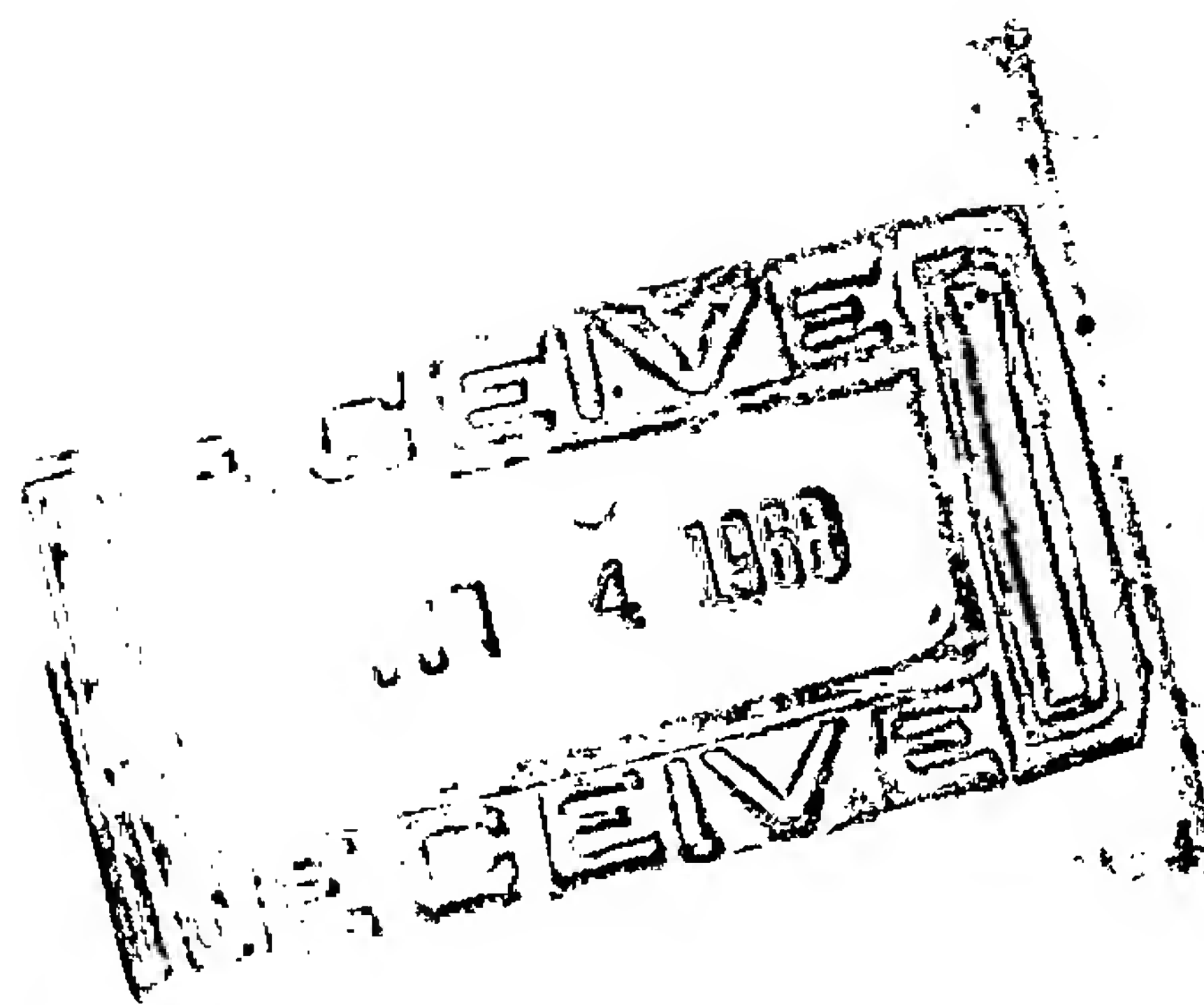


I would therefore appreciate it if you would hasten the sending of a draft reply. As soon as the Reply is filed, I would like to make a Motion to amend the Information in order to claim in the alternative the Crown's actual damages. I would appreciate it also if you would let me have a reply to the question raised in the last paragraph of my letter of May 7th.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Paul Ollivier', with a long horizontal flourish extending to the right.

Paul Ollivier, Q.C.,  
Director,  
Civil Law Section.





DEPARTMENT OF JUSTICE  
MINISTÈRE DE LA JUSTICE

Ottawa 4, May 7, 1968.

193044

Re: Her Majesty the Queen and Fidelity  
Insurance Company of Canada -

Dear Mr. Bloomfield:

Further to our telephone conversation yesterday, I wish to confirm that I would like to bring this case to a close as soon as possible. I understand that you will let me have a draft of a Reply to the Defence some time next week.

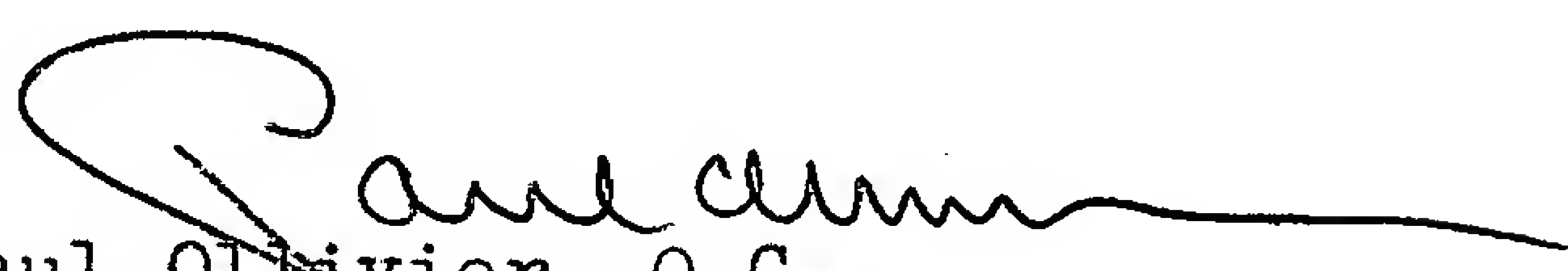
There is a term of the Court commencing on June the 11th next. I doubt that we could be ready to proceed so soon and, therefore, subject to your comments, my inclination would be to set the case down for hearing in September.

The preparation of this case for trial could involve considerable work and this may be a waste of time if the Defendant does not seriously intend to contest the action and is prepared to agree to some reasonable settlement. It therefore seems to me that before we start getting ready, we should communicate with Mr. deGrandpré and find out what are his intentions. If you agree, I would suggest that you give Mr. deGrandpré a call and possibly arrange a meeting with him. Personally, I think that if it is a case that is going to be settled, this should be done now before we go to the trouble and incur the expense of preparing for trial.

I would also appreciate it if you would let me know what is the present status of Persons and if there is any chance of recovering from him the amount of our Judgment.

Yours truly,

Mr. L.M. Bloomfield, Q.C.,  
The Royal Bank of Canada Bldg.,  
1, Place Ville Marie,  
Montreal 2, P.Q.

  
Paul Ollivier, Q.C.,  
Director,  
Civil Law Section.

*cc - Mr Miller - May 8/68*

May 22nd, 1968

The Deputy Minister of Justice  
OTTAWA, Ontario.

Attention: Mr. Paul Ollivier, Q.C.

Re: E.J. PERSONS vs. HER MAJESTY THE QUEEN  
EXCHEQUER COURT No. A-731

Dear Confrère:

In the event I am unable to reach you by telephone today, I am enclosing herewith a copy of a letter received from Mr. de Grandpré, offering \$20,000.00 in settlement.

I shall await your comments.

Yours sincerely,

LMB:DC  
Encl.

L. M. Bloomfield

(dictated by Mr. Bloomfield  
signed in his absence)

cc: Mr. D. S. Miller



## TANSEY, deGRANDPRÉ, BERGERON, LAVERY, O'DONNELL &amp; CLARK

## AVOCATS

HAROLD A. TANSEY, C.R.  
A. BERGERON, C.R.  
J. V. O'DONNELL  
P. P. CARRIÈRE  
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S. BOURDEAU  
F. R. FOX  
G. LEMAY  
F. MARTIN

360, RUE ST-JACQUES

CONSEIL  
E. C. MONK, C.R.

MONTRÉAL

le 21 mai 1968

SANS PREJUDICE

Me Louis M. Bloomfield, c.r.  
Mes Phillips, Vineberg, Goodman, Phillips & Rothman  
1 Place Ville Marie  
Montréal 2, P.Q.

Re: Cour de L'Echiquier A-731  
E.J. Persons, requérant -et- Sa Majesté La  
Reine  
Notre dossier: B-18770

Cher confrère,

Vous nous avez demandé de regarder  
ce dossier et d'examiner la possibilité d'un règlement à  
l'amiable.

Nos clients sont toujours d'avis  
qu'ils ont une défense parfaite, mais pour mettre un terme  
à ce dossier, ils seraient prêts à payer une somme totale  
de \$20,000 comprenant capital, intérêts et frais.

Nous attendons vos commentaires.

Vos tout dévoués,

TANSEY, de GRANDPRE, BERGERON  
LAVERY, O'DONNELL & CLARK

/np

  
L.P. de Grandpré

## TANSEY, DEGRANDPRÉ, BERGERON, LAVERY, O'DONNELL &amp; CLARK

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F. MARTIN

360, RUE ST-JACQUES

CONSEIL  
E. C. MONK, C.R.

MONTREAL I

le 21 mai 1968

SANS PREJUDICE

Me Louis M. Bloomfield, c.r.  
Mes Phillips, Vineberg, Goodman, Phillips & Rothman  
1 Place Ville Marie  
Montréal 2, P.Q.

Re: Cour de L'Echiquier A-731  
E.J. Persons, requérant -et- Sa Majesté La  
Reine  
Notre dossier: B-18770

Cher confrère,

Vous nous avez demandé de regarder  
ce dossier et d'examiner la possibilité d'un règlement à  
l'amiable.

Nos clients sont toujours d'avis  
qu'ils ont une défense parfaite, mais pour mettre un terme  
à ce dossier, ils seraient prêts à payer une somme totale  
de \$20,000 comprenant capital, intérêts et frais.

Nous attendons vos commentaires.

Vos tout dévoués,

TANSEY, de GRANDPRE, BERGERON  
LAVERY, O'DONNELL & CLARK

/np

  
L.P. de Grandpré

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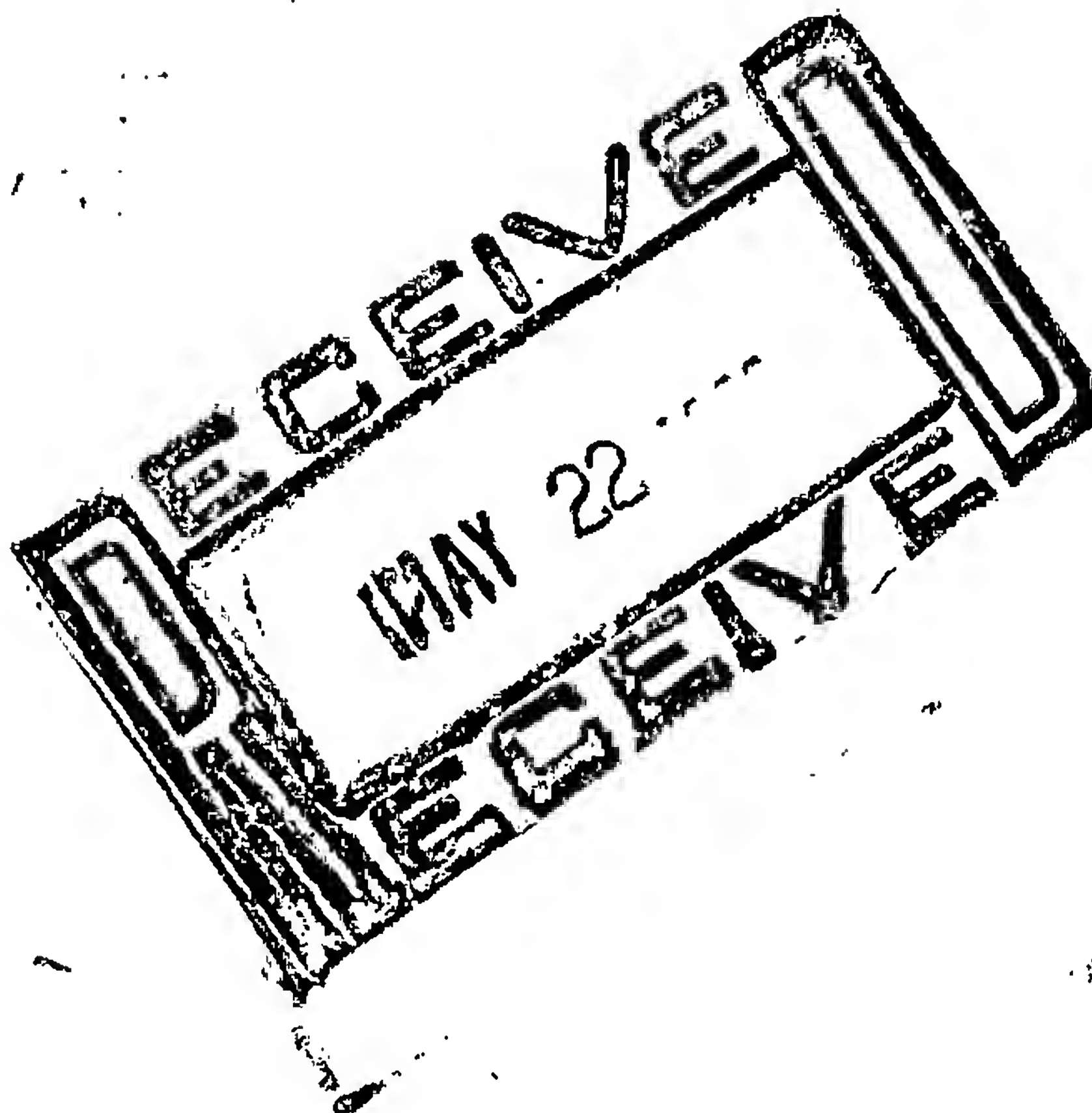
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DEPARTMENT OF JUSTICE  
MINISTÈRE DE LA JUSTICE

Ottawa 4, January 3, 1968.

193044

*File* → Re: Her Majesty the Queen vs.  
Fidelity Insurance Company  
of Canada.

Dear Danny:

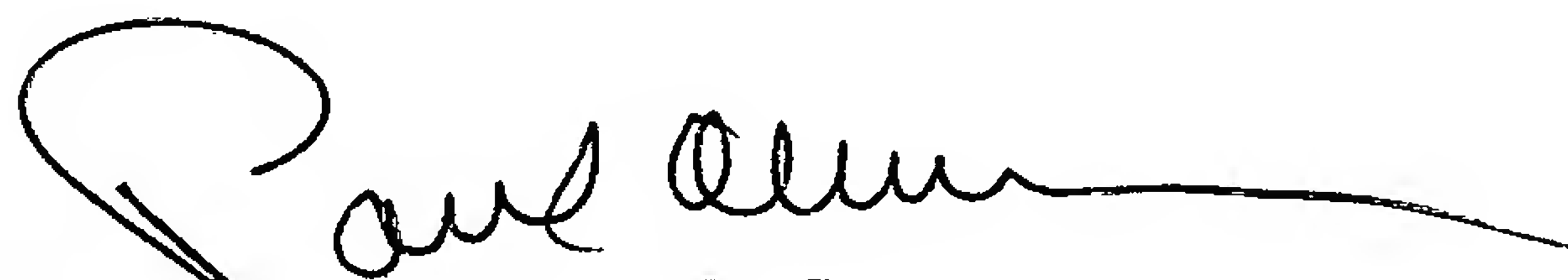
I acknowledge your letter of December 14th to which was attached a copy of the Plea of Fidelity Insurance Company.

The Defendant, it seems to me, does not raise any really serious grounds of defence and I think that we should endeavour to bring the case on for trial as soon as possible after the filing of our Reply.

As soon as you are in a position to do so, I would appreciate it if you would let me have a draft of an appropriate Reply.

Seasons greetings to you and your family.

Yours truly,

  
Paul Ollivier, Q.C.,  
Director,  
Civil Law Section.

Mr. Daniel Miller,  
Phillips, Vineberg, Goodman,  
Phillips & Rothman,  
Barristers and Solicitors,  
The Royal Bank of Canada Bldg.,  
1, Place Ville Marie,  
Montreal 2, P.Q.